

MAYOR & COUNCIL AGENDA COVER SHEET

MEETING DATE:

August 7, 2006

CALL TO PODIUM:

Michele McGleish

TITLE:

Resolution of the Mayor and City Council Authorizing the City Manager to Enter Into An Agreement for Use of City Facilities by the Gaithersburg Sports Association.

RESPONSIBLE STAFF:

**Michele McGleish, Director
Parks, Recreation and Culture
Jim McGuire, Leisure Services
Director
Dave Ludington, Sports
Specialist**

AGENDA ITEM:

(please check one)

<input type="checkbox"/>	Presentation
<input type="checkbox"/>	Proclamation/Certificate
<input type="checkbox"/>	Appointment
<input type="checkbox"/>	Public Hearing
<input type="checkbox"/>	Historic District
<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Policy Discussion
<input type="checkbox"/>	Work Session Discussion Item
<input type="checkbox"/>	Other:

SUPPORTING BACKGROUND:

The Gaithersburg Sports Association (GSA) provides services in the form of a youth baseball program in the spring, summer and fall to the residents of the City. The Agreement is for one year with renewal options available for a total of five years, subject to an annual review.

The Agreement establishes City policy and guidelines for the scheduling of fields, weather related issues, and costs associated with staffing, utilities, field maintenance and associated issues related to security.

This Agreement allows the City Manager to enter into lease agreements for use of the concession facilities at Kelley Park, Robertson Park and Morris Park and the storage area at the Activity Center at Bohrer Park.

PUBLIC HEARING HISTORY:

(Please complete this section if agenda item is a public hearing)

Introduced	
Advertised	
Hearing Date	
Record Held Open	
Policy Discussion	

DESIRED OUTCOME:

Vote on Resolution

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
GAITHERSBURG AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN AGREEMENT FOR USE OF CITY FACILITIES
BY THE GAITHERSBURG SPORTS ASSOCIATION

WHEREAS, an agreement for use of City facilities by the Gaithersburg Sports Association is in the best interest of the City; and

WHEREAS, an agreement establishes City policy and guidelines for the scheduling of fields, weather related issues, dispute resolution procedures and costs associated with staffing, utilities, maintenance, and security of facilities and use of concession facilities:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Gaithersburg, that the City Manager be and hereby is authorized to enter into an agreement for use of City facilities by the Gaithersburg Sports Association.

ADOPTED by the City Council this 7th day of August, 2006.

SIDNEY A. KATZ, Mayor and
President of the Council

THIS IS TO CERTIFY that the foregoing
Resolution was adopted by the City Council
In public meeting assembled on the 7th day
of August, 2006.

David B. Humpton, City Manager

**AGREEMENT BETWEEN
THE CITY OF GAITHERSBURG (City)
AND THE GAITHERSBURG SPORTS ASSOCIATION, INC. (GSA)**

THIS AGREEMENT, made this ____ day of _____, and effective as of _____, by and between THE GAITHERSBURG SPORTS ASSOCIATION, INC. ("GSA") and the CITY OF GAITHERSBURG, MARYLAND, a Maryland Municipal Corporation, ("City").

1. Term of Agreement – The term of this Agreement shall be for one (1) year, from August 7, 2006 (the "Commencement Date") through August 6, 2007. Annually, on the anniversary of the Commencement Date, this Agreement shall automatically be renewed (for up to 4 additional one-year terms) unless an action resulting in termination of the Agreement (as outlined in Section 20 herein) is undertaken by GSA or the City during any individual one-year term.

Amendments to this Agreement may be made from time to time. Requests for Amendments shall be made in writing and shall require the consent of both GSA and the City. Certain administrative changes (including, but not limited to, changes in fees described in Section 19) may be made by the City without approval of GSA

2. GSA will establish policies and procedures intended to accomplish a goal, with the support of the City, of having 40 percent of their participants be City residents. GSA recognizes that the City's primary purpose is to serve City residents and that the City's support is based upon the participation of a significant number of City residents. GSA agrees to use its best efforts to obtain at least a 5% annual increase in City resident participation. The City's Public Information Director is available to advise GSA on ways to promote City resident participation in GSA programs.
3. GSA shall request, in writing, use of City ballfields for each season based upon the following schedule:
 - Spring Season (April thru June): Request due by January 15
 - Summer Season (July thru August): Request due by January 15
 - Fall Season (Sept. Thru November): Request due by June 15

This request shall be specific with regard to dates for player evaluations, first day of practices and opening day. It should also include general information on the type and number of leagues, length of the leagues, tentative make up dates, tournament dates and special events (i.e., tournaments, camps and clinics).

The City will evaluate the requests and a schedule of available fields will be distributed no later than February 15 for the spring and summer season and July

15 for the fall season.

GSA shall supply practice schedules for pre-season practices by March 1. Season practice schedules are due by March 30. For the Fall Season the dates will be August 15 for pre-season practices and September 1 for season practices. The City agrees to supply permits for approved practice fields to GSA after receipt of practice schedules. The City will provide permits for City of Gaithersburg Park Fields only. All other practice facilities must be secured by GSA.

GSA will contact the City to release scheduled fields that are no longer needed so that other groups may use the fields and so that the City does not send field supervisors when they are not needed.

4. The President of GSA shall designate on a seasonal basis the person responsible for coordination with the City regarding use of ballfields. Not more than one person for each season shall be so designated. All communication from the City regarding ballfield use will be directed to the designated GSA representative for that particular season. The GSA representative accepts the responsibility to communicate all necessary information with GSA Board members, coaches, officials and participants.
5. League schedules are due to the City no later than two (2) weeks prior to the beginning of the season. Requests and schedules received after this time are subject to availability of the City to provide supervision at the sites. The City reserves the right of discretion in enforcement of this policy.
6. Requests for field assignments for makeup games must be made in writing as soon as possible. They may be faxed or e-mailed. The City will make reasonable efforts to provide fields and staff for makeup games at the requested times.
7. GSA will submit to the City a complete registration list for each season of play. The list shall include all players' names and addresses. This list is due not later than one month after the start of play for each season. The City will review the list to determine the number of City residents and non-City residents. The registration list will then be returned to GSA. GSA agrees to keep these registration lists for a five-year period and provide them to the City upon request.
8. GSA shall pay a \$13 fee for each youth intramural participant who is not a resident within the corporate limits of the City of Gaithersburg for each season. After receiving the registration list, the City will verify residency of all participants and invoice GSA for the appropriate number of nonresidents. GSA shall pay all invoiced amounts within 30 days of billing.
9. GSA agrees to pay the following costs pertaining to the use of City facilities for all Camps, Clinics, American Legion games and MCBA Major's games. These costs will be based on the fees established by the City, to reflect actual electrical costs. Additional services provided to GSA will be charged at the City's actual cost. GSA

summer camps that charge less than \$50 per participant will be exempt from the field rental fees. Such fields exempt from charges will be provided on a space-available basis during daylight hours only. Rates are subject to an annual review. Lighting costs will be based on current market for utilities. Rates for the 2006-2007 agreement are listed below.

➤ <u>Lighting at Kelley Park</u>	<u>\$37 per hour, per ballfield</u>
➤ <u>Lighting at Morris or Robertson Park</u>	<u>\$37 per hour, per ballfield</u>
➤ <u>Park maintenance staff</u>	<u>\$30 per hour, per staff</u>
➤ <u>Administration</u>	<u>\$15 per hour, per staff</u>
➤ <u>Field Rental</u>	<u>\$ 7 per hour, per ballfield</u>

10. The City agrees to support GSA in the delivery of a youth baseball program. The annual budget appropriations and the support of the City will be limited to the "intramural" aspect of the program. In this regard the City agrees to provide the following: field supervisors, ballfield lights, drying agent and ballfield maintenance up to a maximum amount designated annually in the Department of Parks and Recreation Operating Budget. Any additional costs above the budgeted amounts will be billed to GSA and GSA agrees to pay the same. The Intramural Youth Baseball Program is described as any division or league that includes all players, under the age of 18, who complete the application process in the appropriate manner. Games will be held between other GSA teams in the respective divisions. The City will not support travel teams or teams that play in leagues outside of the GSA Intramural leagues or teams that require tryouts and selection of players. For the select/travel programs GSA will be invoiced for their charges on a quarterly basis. Payment must be received within 30 days of invoice date. The City agrees to provide GSA with a statement of budgetary activities for each fiscal quarter. Prior to submission of the annual operating budget, the Director of Parks, Recreation and Culture will confer with the GSA President regarding the budget. GSA representatives are welcome at the City Public Hearing to testify on the proposed funds to support GSA activities. This adjusted level of support will take effect with the beginning of the City's annual fiscal year, July 1, each year.
11. The City Manager will be provided with a copy of the complete non-profit organization tax return of GSA as submitted to the U.S. Internal Revenue Service (including all schedules, and executed by the appropriate corporate officer) within 30 days of the filing of said return. (Fiscal year ends June 30). This document is considered public information.
12. GSA will submit a brief annual report that summarizes association programs and activities that receive City support. This report is due to the City Manager no later than 45 days after the end of the fiscal year for GSA. (Currently it is the City's understanding that the fiscal year ends June 30 and the report would be due on August 14 of each year). This report is considered public information.
13. The City will be responsible for decisions regarding field cancellation due to

inclement weather in consultation with GSA officials. Decisions will be made not less than two (2) hours prior to the scheduled start time of the first game of the day. The decision may involve a delayed start of play or cancellation of all or part of the day's schedule. Field Supervisors have the authority to stop play at any time that they deem necessary because of unsafe conditions.

14. The storage area at Bohrer Park at Summit Hall Farm Activity Center and the concession buildings at Robertson Park, Morris Park and Kelley Park are available for use by GSA from the City as long as there is an executed lease Agreement in effect. The form leases are attached as exhibits A and B. It is the responsibility of GSA to operate these facilities in a safe manner and in accordance with Montgomery County Health Department and City regulations. GSA will comply with all other terms of any lease Agreement.
15. Only City employees are to have keys to City parks and facilities with the following exceptions. The City will provide GSA with the following keys:
 - 5 keys to the storage area at the Bohrer Park at Summit Hall Farm Activity Center.
 - 5 keys for the buildings that house the concession facilities.
 - 2 keys for the gate at Kelley Park if there is an executed lease for the concession buildings in effect.
 - 5 keys to the bathrooms at Kelley, Morris and Robertson Parks.

No other keys will be made available to non-City employees. Duplication of keys is prohibited. The City may at anytime within the City's sole discretion request the return of any and all keys provided to GSA.

16. GSA may have free use of the large room at the Casey Community Center for participant registration for up to five days per year from January through March. GSA will pay the non-profit rate for all other use. Requests are subject to availability. All policies regarding usage including cancellation and signage will be followed. The City will allow GSA to place one sign in front of the Community Center to advertise upcoming player registration. The sign may be displayed thirty days prior to the start of registration and removed within 24 hours after the end of the registration period. The City agrees to display two banners, 4' x 8', for GSA for a period of two weeks during the GSA participant registration period. Banners are to be provided by GSA. The time period and location of the banners are to be determined by the City. All GSA signs and banners (if any) placed in the public right-of-way must be approved by the City prior to display or they will be subject to removal and/or disposal.
17. GSA shall pay all fees, charges and costs when due on demand by the City. Failure to pay the same may, in the City's sole discretion, be cause for the assessment of late payment fees, denial of use of any City facility referred to herein and lastly termination of this Agreement.

18. GSA shall indemnify and hold the City harmless for any action, suit, claim or judgment for damages of any nature whatsoever to persons or property caused or created by any negligent act or omission of GSA or any official or agent of GSA or caused by any program sponsored or conducted by GSA on any City facility, including but not limited to all fields, storage areas and concession stands described in paragraph 14 of this Agreement, including the operation thereof. GSA shall keep in force, at its own expense, during the Stated Term and any Extension Term, comprehensive public liability insurance with minimum limits of One Million Dollars (\$1,000,000) on account of bodily injury or death to one or more persons and One Million Dollars (\$1,000,000) on account of damage to property. GSA shall furnish the City with a Certificate of Insurance, naming the City as an additional insured, upon commencement of this Agreement and annually thereafter.
19. The fees specifically listed in this Agreement will remain in effect as shown until June 30 of the next calendar year. At the end of each calendar year the City will review the fees and may institute increases at its sole discretion for the following year. The City will consult with GSA on any proposed increases.
20. Either the City or GSA may terminate this Agreement, for cause, upon sixty (60) days notice.
21. GSA will develop and distribute to its staff, volunteers and participants, policies intended to minimize the impact of its activities, while utilizing City ballfields, upon surrounding residential areas. Particular emphasis is to be placed upon, but is not limited to, reduction of noise, littering, and trespassing experienced by residences in close proximity to ballfields.
22. GSA will provide ongoing training and support to adult volunteers and coaches relating to ethical conduct in the performance of their positions. Information pertaining to individual coaches and/or volunteers will be provided, upon request, to the City as allowed by law. In accordance with current policies and procedures employed by the City, GSA will conduct and fund criminal background checks, including, but not limited to, fingerprinting, for all volunteer and non-volunteer (paid) coaches and staff. The Director of Parks, Recreation and Culture will contact the President of GSA to address any documented criminal activity upon receipt. GSA is to immediately contact interested party and make a determination of how to proceed. GSA is to contact the Director of Parks, Recreation and Culture with the outcome of the issue.
23. GSA will not promote itself or its events in any manner such that GSA is seen as a division or department of the City. Such references, as determined by the City, will be promptly removed by GSA at its sole expense. Particular emphasis is placed upon, but is not limited to, GSA's annual carnival.

24. Alternative Dispute Resolution.

(i) Disputes Between GSA and City. All disputes arising under the Agreement, except provisions for termination specified in Paragraph 20 of this Agreement, which are not disposed of by agreement of the parties must first attempt to be resolved by non-binding arbitration under procedures a-d listed below. Pending final resolution of a dispute, GSA must proceed diligently with Agreement performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

a. All disputes, claims, questions of fact or interpretations of the Agreement documents not disposed of by agreement or express provision of the Agreement arising between GSA and the City after performance of the Agreement has commenced but before termination of the Agreement, are decided by the City Manager or his/her designee.

b. The City Manager or designee must give GSA not less than three (3) working days to submit documentation and written reasons supporting GSA's position in the dispute. The City Manager or designee may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.

c. The City Manager or designee must render a decision, in writing, stating reasons for it and provide copies to GSA and the City Attorney. If the decision is mailed to GSA, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to GSA.

d. The written decision of the City Manager must be sent to all parties. Such decision may be submitted to Binding Arbitration by either party under the auspices of an arbitrator appointed by the Alternative Dispute Resolution Committee of the Montgomery County Bar Association.

(ii) Disputes Between GSA and the Public. Complaints brought by the public, parents or coaches should first be referred to GSA for internal resolution. GSA has developed a procedure for handling such complaints internally, that the City finds acceptable. A copy of said procedure is attached and incorporated as "Exhibit C". Said procedure does include the formation of a resolution committee. The committee shall not include individuals directly involved with the incident in question. In no event will a committee member directly involved with an incident related to a particular complaint be allowed to participate in the resolution procedure for that complaint. All parties to a dispute shall be advised by GSA that, if a complaining party remains unsatisfied with the results of the internal GSA resolution procedure, the party may contact the City for further resolution. Upon receiving such request for further resolution, the City shall only investigate

whether the resolution committee procedure was properly implemented by GSA. Should the City determine that the resolution committee procedure was not fully implemented, the City will meet with GSA to seek appropriate remedies.

- 25 Non-Discrimination Requirements. GSA will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin, disability, marital status, or presence of children. GSA will take affirmative action to ensure that employees shall not be discriminated against on the basis of race, religious creed, color, sex, national origin, disability, marital status, the presence of children, ancestry and sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

The Contract will, in all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin, disability, marital status, or the presence of children. GSA agrees to use clauses similar to those above in all subcontracts. In the event GSA fails to comply with the nondiscrimination clauses of this contract, or fails to include such contract provisions in all subcontracts, as hereinabove provided, this contract may at the option of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by GSA against the City or its officials or employees, and GSA may be declared ineligible for further contracts with the City.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, GSA will permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of his investigation, that GSA has failed to comply with the nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

26. Confidentiality. GSA agrees that all knowledge and information that GSA may receive from the City or from its officials, employees or other sources, or by virtue of the performance of services under and pursuant to this Agreement which are included or referenced in Sections 10-616 through 10-618, State Government Article, Maryland Code Annotated, shall not be directly or indirectly disclosed by GSA, its employees, agents, successors or assigns to any person whatsoever unless authorized to do so by the City Manager of the City of Gaithersburg, Maryland. This confidentiality provision shall also apply to any information, activity or record designated to GSA by the City as being "confidential" or "privileged."

27. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
28. This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.
29. Notices. All notices required or desired to be given under this Agreement must be in writing, if to City: David B. Humpton, City Manager, The City of Gaithersburg, 31 South Summit Avenue, Gaithersburg, MD 20877-2098; if to GSA: Gaithersburg Sports Association, P.O. Box 96, Gaithersburg, MD 20884, or to such other address as either party for itself may from time to time designate to the other party by written notice given at least ten (10) days in advance. All such notices shall be deemed properly given if done as aforesaid and deposited in a United States Post Office or mailbox. The date of giving such notices shall be deemed to be the date of deposit thereof as aforesaid.
30. The parties agree to the jurisdiction of the courts of the State of Maryland, County of Montgomery, and to the applicability of the laws of the State of Maryland in connection with the interpretation and enforcement of this Agreement.
31. The City agrees to acknowledge GSA as the sole organization providing a competitive youth baseball program to the City. To this end, the City agrees to not allow competing youth baseball organizations to rent or use City fields for provision of youth baseball events.
32. GSA agrees to abide by the guidelines applicable to sports organizations as established by the City. These guidelines are based on the "Recommendations for Communities developed through the National Summit on Raising Community Standards in Children's Sports" and "The Arizona Sports Summit Accord." Both of these programs were adopted by the City Council by resolution on August 7, 2006.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto set forth their hands and seal the date set forth above.

ATTEST:

CITY OF GAITHERSBURG

Date

By: _____
David B. Humpton
City Manager
Date

ATTEST:

**GAITHERSBURG SPORTS
ASSOCIATION, INC. (GSA)**

Date

By: _____
Alan B. Moldawer
President
Date

August 1, 2006

EXHIBIT "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT, made by and between the City of Gaithersburg, Maryland (Landlord") and Gaithersburg Sports Association, Inc. ("Tenant").

WITNESSETH:

In consideration of the covenants contained herein, and intending to be legally bound hereby, the Landlord and Tenant hereby covenant and agree as follows:

1. Leased Premises: Landlord, for and in consideration of the Rent and the other conditions and covenants to be observed, satisfied, fulfilled and performed by Tenant, demises and leases to Tenant, and Tenant leases and takes from Landlord, the small storage area at the Activity Center at Bohrer Park at Summit Hall Farm in the City of Gaithersburg, County of Montgomery, in the State of Maryland, upon the following terms and conditions hereinafter set forth. Delivery of possession of the Leased Premises by Landlord to Tenant shall be conclusively deemed to have been given upon the Term Commencement Date, as defined herein. If for any reason whatsoever, Landlord shall be unable to deliver possession of the Leased Premises to Tenant upon the Term Commencement Date, then in such event the Term Commencement Date shall be postponed until such date as the Landlord is able to so deliver possession of the subleased Premises to Tenant and the Termination Date shall be extended by a like amount of days that the Term Commencement Date was postponed. If Landlord fails to deliver the Leased Premises to Tenant within six (6) months from the date of this Lease, either party may terminate this Lease upon providing the other party thirty (30) days prior written notice.
2. TERMS OF LEASE. This lease shall be for a term of 12 months commencing August 7, 2006 and expiring on August 6, 2007 (Hereinafter called the "Stated Term").
3. RENTAL. During the Stated Term and if applicable, any Extension Term, the Landlord agrees to provide leased premises to Tenant in and for the consideration of one (1) dollar, the receipt and sufficiency of which is hereby acknowledged by the Landlord.
4. USE OF PREMISES: Repairs, Maintenance, Alterations and Improvements.
 - A. Tenant covenants and agrees to use the leased premises only as a storage area and for all lawful purposes and for no other purpose without the prior written consent of Landlord.
 - B. Tenant agrees to maintain the leased premises in a clean, neat and orderly manner, to keep the premises free of rodents and insects, and not store on the premises any combustible or hazardous materials.
 - C. Tenant shall be responsible for the cost of all repairs necessary as a result of the Tenant's use of the premises. Tenant shall immediately notify the City of the need for any repairs and it shall be the City's responsibility to complete the repairs. Landlord will invoice the Tenant for the cost of such repairs and Tenant will make payment within 30 days.
 - D. At the expiration or any termination of this Lease, or of any Extension Term, Tenant shall surrender and deliver to Landlord possession of the Leased Premises in substantially the same condition in which they were delivered at the Term Commencement Date hereof, reasonable wear and tear excepted.
 - E. Tenant shall give Landlord prompt notice of a fire, accident, death, defects, damage or injury to persons in the Lease Premises. This notice requirement shall not be construed to require Landlord to make any repairs to the premises or to provide compensation for any such damage or injury regardless of cause, except as otherwise expressly provided in this Lease.
 - F. Tenant shall not make any structural or other alterations, modifications, changes or additions to any part of the exterior or interior of the Leased Premises, without in each

case having obtained the prior approval of the Landlord. Provided, however, that all such alterations, modifications, changes or additions shall become the property of Landlord upon the expiration of the Stated Term or Extension Term.

5. **INSURANCE.** It is further understood, agreed and covenanted by and between the parties hereto that the Tenant will be responsible for any claim for damages arising from injury or any claim of death or injury to persons or damages to property at, near or upon said Leased Premises growing out of Tenant's conduct or Tenant's use of said premises during the Stated Term and any Extension Term of this Lease, and that the Tenant will and does hereby defend, indemnify and save harmless the Landlord, its employees, agents, successors and assigns from any liability, damages, expenses, claims, suits, actions or causes or rights of action arising from or growing out of any such damages or injury or claim for damages or injury (including also death) caused by Tenant or its employees and agent, to persons or property at, near or upon said premises during the Stated Term or and any Extension Term demised and any renewal or extension thereof. It is expressly understood that Tenant shall not be liable nor will Tenant be required to indemnify Landlord for injury caused to persons or property due to conditions caused by, or the negligence, omissions or actions of Landlord, its employees or agents, or prior tenants of Landlord. The Tenant covenants and agrees that it will, at all times during the Stated Term and any Extension Term of this Lease, at its own expense, carry and keep in full force and effect, in companies of its choice subject to Landlord's prior approval, public liability insurance in form and content satisfactory to Landlord, with limits of at least One Million Dollars (\$1,000,000) for injury, including death, to any one (1) person, One Million Dollars (\$1,000,000) for any one accident, and One Million Dollars (\$1,000,000) for property damage. A certificate naming Landlord as an additional insured and showing the same to be in effect for the Stated Term and any Extension Term, shall be delivered to Landlord within thirty (30) days after the Term Commencement Date hereof. Any renewal certificates shall be promptly delivered to Landlord. Tenant shall provide at least fifteen (15) days prior written notice to all named insured as to any cancellation of any such policy. Tenant warrants and agrees that the concession stands (more fully described in a separate Lease Agreement dated _____) will be insured as described above at all times during the Stated Term or any Extension Term of this lease.
6. **SUBLETTING AND ASSIGNMENT.** Tenant may not sublease or assign this lease, without Landlord's prior written consent.
7. **DAMAGE BY FIRE AND OTHER CASUALTY.**
 - A. In the event that the Leased Premises should be damaged by fire or other casualty so that the same shall be rendered partially untenable, the rent shall be apportioned according to that portion of the improvements upon the Leased Premises remaining usable. Tenant shall assign to Landlord the proceeds of any insurance policy on the Leased Premises for the purpose of restoration of the Leased Premises. The Landlord shall not be held liable for damage for any delay occasioned by time necessary to settle strikes, or for Acts of God, or other casualties or any other circumstances beyond the control of the Landlord, its agents, contractors or subcontractors, occurring during the period of restoration of the damaged Leased Premises.
 - B. In the event that the Leased Premises shall be totally destroyed or rendered totally untenable, then the Landlord shall have the option of rebuilding the Leased Premises or not rebuilding. The Landlord, in the exercise of such option, shall notify the Tenant of such determination in writing, within thirty (30) days after such damage or destruction.
8. **DEFAULTS OF TENANT: Remedies.** It is hereby mutually covenanted and agreed that: (I) Tenant shall keep and perform each and every covenant, condition and agreement herein contained and on the part of Tenant to be kept and performed; (II) Tenant shall not abandon or evidence and intention to abandon the Leased Premises; and (III) Failure by Tenant to keep and perform each and every covenant, condition and agreement herein shall constitute a default of the Agreement. Upon Tenant's default, City shall notify Tenant in writing of such default. Tenant

shall have thirty (30) days from receipt of such written notice to correct such default. If Tenant fails to cure such default, this Lease shall terminate immediately, and Tenant shall lose all rights of usage associated with the storage areas as defined herein. .

9. ENTRY. Tenant further agrees that the Landlord shall have the right to enter upon the Leased Premises and inspect the same.
10. TENANT'S PROPERTY. The Tenant further covenants and agrees that all personal property in and upon the Leased Premises shall be and remain at its sole risk, and the Landlord shall not be liable for any damage to, or loss of, any personal property arising from any acts or negligence of any other persons (other than Landlord), nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in or about the premises, unless caused by the negligence of the Landlord; the Tenant expressly agreeing to save the Landlord harmless in all such cases, except the negligence of Landlord or Landlord's employees or agents, and to carry public liability insurance in a company as above provided. Tenant shall be solely responsible and liable for securing Tenants personal property against damage, theft or vandalism.
11. SUBORDINATION. Tenant further covenants and agrees that this Lease and its rights hereunder are subject and subordinate to the lien of any mortgage or deed of trust encumbrance or other leases now in place upon said premises. It is the intention of the parties that this provision be self-operational, and that no further instructions shall be required to effect such subordination. The Tenant, however, does hereby agree to execute and promptly deliver any and all instruments to effect subordination, which the Landlord or its mortgagees may request or require.
12. NOTICES. All notices required or desired to be given under this Lease must be in writing, if to Landlord at: The City of Gaithersburg, 506 S. Frederick Ave., Gaithersburg, Maryland; and if to Tenant at: Gaithersburg Sports Association, Inc., P.O. Box 249, Gaithersburg, Maryland; or to such other address as either party for itself may from time to time designate to the other by written notice given at least ten (10) days in advance. All such notices shall be deemed properly given if done as aforesaid and deposited in a United States Post Office or mailbox. The date of giving such notices shall be deemed to be the date of deposit thereof as aforesaid.
13. BINDING EFFECTS. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
14. MISCELLANEOUS GENERAL PROVISIONS.
 - A. This Lease constitutes the entire agreement of the parties with respect to the Leased Premises and there are no oral agreements between the parties.
 - B. If any provision of this Lease shall at any time be finally adjudicated to be invalid or illegal by any court of competent jurisdiction, the entire Lease shall not be invalidated thereby, and in such event, this Lease shall be read and construed as if such invalid or illegal provision had not been contained herein.
 - C. The parties agree to the jurisdiction of the courts of the State of Maryland and to the applicability of the Laws of the state of Maryland in connection with the interpretation and enforcement of this Lease Agreement.
 - D. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.
15. TENANT ESTOPPEL CERTIFICATES. Tenant shall, without charge therefor, at any time and from time to time, within ten (10) days after request from Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate (in form and content as requested by Landlord), certifying to Landlord and to any mortgagee or assignee, any purchaser of Leased Premises, or any other party designated by Landlord, that as of the date of such estoppel certificate: (a) Tenant has unconditionally

accepted and is occupying the Leased Premises covered by the Lease; (b) the Leased Premises have been completed as required by the terms of this Lease; (c) the Lease is in full force and effect, and no known defaults now exist thereunder (or if any are claimed to exist, then specifying the nature thereof in detail); (d) this Lease constitutes the entire agreement between Landlord and Tenant regarding the Leased Premises and has not been modified (or if modified, then identifying such modifications in detail); (e) Landlord has fulfilled all of its duties of an inducement nature and is not in default under the Lease (or if Tenant claims that any defaults exist, the same shall be specified in detail).

16. ALTERNATIVE DISPUTE RESOLUTION.

(i) Disputes Between Tenant and City. All disputes arising under the Agreement, except provisions for termination specified in Section Four of this Agreement, which are not disposed of by agreement of the parties must first attempt to be resolved by non-binding arbitration under procedures a-d listed below. Pending final resolution of a dispute, the Tenant must proceed diligently with Agreement performance. A claim must be in writing for a sum certain, and any money requested must be fully supported by all cost and pricing information.

a. All disputes, claims, questions of fact or interpretations of the Agreement documents not disposed of by agreement or express provision of the Agreement arising between the Tenant and the City and after performance of the Agreement has commenced but before termination of the Agreement, are decided by the City Manager or his/her designee.

b. The City Manager or designee must give Tenant not less than three (3) working days to submit documentation and written reasons supporting Tenant's position in the dispute. The City Manager or designee may consider any other information or written submissions from City employees and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.

c. The City Manager or designee must render a decision, in writing, stating reasons for it and provide copies to Tenant and the City Attorney. If the decision is mailed to Tenant, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to Tenant.

d. The written decision of the City Manager must be sent to all parties. Such decision may be submitted to Binding Arbitration by either party under the auspices of an arbitrator appointed by the Montgomery County Bar Association.

17. LANDLORD'S CONSENT. In all clauses made a part of this Lease Agreement, where prior written consent is required, such consent shall not be unreasonably withheld by Landlord.

18. Notwithstanding anything to the contrary contained in this Lease, the Landlord upon thirty (30) days written notice to Tenant may terminate this lease for good cause and Tenant shall upon said occurrence vacate the premises and remove its personal property there from.

Signatures Follow on Page 5

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

LANDLORD: _____ DATE: _____
David B. Humpton
City Manager,
The City of Gaithersburg

WITNESS: _____ DATE: _____
Name:

TENANT: _____ DATE: _____
Alan B. Moldawer
President,
Gaithersburg Sports Association, Inc.

WITNESS: _____ DATE: _____
Name:

EXHIBIT "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT, made by and between the City of Gaithersburg, Maryland ("Landlord") and Gaithersburg Sports Association, Inc. ("Tenant").

WITNESSETH:

In consideration of the covenants contained herein, and intending to be legally bound hereby, the Landlord and Tenant hereby covenant and agree as follows:

1. Leased Premises: Landlord, for and in consideration of the Rent and the other conditions and covenants to be observed, satisfied, fulfilled and performed by Tenant, demises and leases to Tenant, and Tenant leases and takes from Landlord, the buildings and parts of buildings known as "The Concession Stands" located at Robertson Park, Kelley Park and Morris Park in the City of Gaithersburg, County of Montgomery, in the State of Maryland, upon the following terms and conditions hereinafter set forth. Delivery of possession of the Leased Premises by Landlord to Tenant shall be conclusively deemed to have been given upon the Term Commencement Date. If for any reason whatsoever, Landlord shall be unable to deliver possession of the Leased Premises to Tenant upon the Term Commencement Date, then in such event the Term Commencement Date, as defined herein, shall be postponed until such date as the Landlord is able to so deliver possession of the subleased Premises to Tenant and the Termination Date shall be extended by a like amount of days that the Term Commencement Date was postponed. If Landlord fails to deliver the Leased Premises to Tenant within six (6) months from the date of this Lease, either party may terminate this Lease upon providing the other party thirty (30) days prior written notice.
2. TERMS OF LEASE. This lease shall be for a term of 12 months commencing August 7, 2006 and expiring August 6, 2007. (hereinafter called the "Stated Term").
3. RENTAL. During the Stated Term and if applicable, any Extension Term, the Landlord agrees to provide leased premises to Tenant in and for the consideration of one (1) dollar, the receipt and sufficiency of which is hereby acknowledged by the Landlord.
4. USE OF PREMISES: Repairs, Maintenance, Alterations and Improvements.
 - A. Tenant covenants and agrees to use the leased premises only as a Concession Stand and for all lawful purposes and for no other purpose without the prior written consent of Landlord.
 - B. Tenant agrees to maintain the leased premises in a clean, neat and orderly manner, to keep the premises free of rodents and insects, and not store on the premises any combustible or hazardous materials.
 - C. Tenant agrees to acquire and maintain all certificates of occupancy and licenses from appropriate governmental agencies in accordance with the operations of concession stands.
 - D. Tenant shall be responsible for all repairs and replacement of all equipment and supplies during the full term of this Lease. The City shall be responsible for the repair and maintenance of the building and systems to include, but not limited to, water, sewer and electrical.
 - E. At the expiration or any termination of this Lease, or of any Extension Term, Tenant shall surrender and deliver to Landlord possession of the Leased Premises in substantially the same condition in which they were delivered at the Term Commencement Date hereof, reasonable wear and tear excepted.
 - F. Tenant shall give Landlord prompt notice of a fire, accident, death, defects, damage or injury to persons in the Lease Premises. This notice requirement shall not be construed to

require Landlord to make any repairs to the premises or to provide compensation for any such damage or injury regardless of cause, except as otherwise expressly provided in this Lease.

- G. Tenant shall not make any structural or other alterations, modifications, changes or additions to any part of the exterior or interior of the Leased Premises, without in each case having obtained the prior approval of the Landlord. Provided, however, that all such alterations, modifications, changes or additions shall become the property of Landlord upon the expiration of the Stated Term or Extension Term.
5. **INSURANCE.** It is further understood, agreed and covenanted by and between the parties hereto that the Tenant will be responsible for any claim for damages arising from injury or any claim of death or injury to persons or damages to property at, near or upon said Leased Premises growing out of Tenant's conduct or Tenant's use of said premises during the Stated Term and any Extension Term of this Lease, and that the Tenant will and does hereby defend, indemnify and save harmless the Landlord, its successors and assigns from any liability, damages, expenses, claims, suits, actions or causes or rights of action arising from or growing out of any such damages or injury or claim for damages or injury (including also death) caused by Tenant or its employees and agent, to persons or property at, near or upon said premises during the Stated Term and any Extension Term demised and any renewal or extension thereof. It is expressly understood that Tenant shall not be liable nor will Tenant be required to indemnify Landlord for injury caused to persons or property due to conditions caused by, or the negligence, omissions or actions of Landlord, its employees or agents, or prior tenants of Landlord. The Tenant covenants and agrees that it will, at all times during the Stated Term and any Extension Term of this Lease, at its own expense, carry and keep in full force and effect, in companies of its choice subject to Landlord's prior approval, public liability insurance in form and content satisfactory to Landlord, with limits of at least One Million Dollars (\$1,000,000) for injury, including death, to any one (1) person, One Million Dollars (\$1,000,000) for any one accident, and One Million Dollars (\$1,000,000) for property damage. A certificate naming Landlord as an additional insured and showing the same to be in effect for the Stated Term and any Extension Term, shall be delivered to Landlord within thirty (30) days after the Term Commencement Date hereof. Any renewal certificates shall be promptly delivered to Landlord. Tenant shall provide at least fifteen (15) days prior written notice to all named insured as to any cancellation of any such policy. Tenant warrants and agrees that the concession stands will be insured as described above at all times during the Stated Term or any Extension Term of this lease.
6. **SUBLETTING AND ASSIGNMENT.** Tenant may not sublease or assign this lease, without Landlord's prior written consent.
7. **DAMAGE BY FIRE AND OTHER CASUALTY.**
- A. In the event that the Leased Premises should be damaged by fire or other casualty so that the same shall be rendered partially untenantable, the rent shall be apportioned according to that portion of the improvements upon the Leased Premises remaining usable. Tenant shall assign to Landlord the proceeds of any insurance policy on the Leased Premises for the purpose of restoration of the Leased Premises. The Landlord shall not be held liable for damage for any delay occasioned by time necessary to settle strikes, or for Acts of God, or other casualties or any other circumstances beyond the control of the Landlord, its agents, contractors or subcontractors, occurring during the period of restoration of the damaged Leased Premises.
- B. In the event that the Leased Premises shall be totally destroyed or rendered totally untenantable, then the Landlord shall have the option of rebuilding the Leased Premises or not rebuilding. The Landlord, in the exercise of such option, shall notify the Tenant of such determination in writing, within thirty (30) days after such damage or destruction.

8. DEFAULTS OF TENANT: Remedies. It is hereby mutually covenanted and agreed that: (I) Tenant shall keep and perform each and every covenant, condition and agreement herein contained and on the part of Tenant to be kept and performed; (II) Tenant shall not abandon or evidence and intention to abandon the Leased Premises; and (III) Failure by Tenant to keep and perform each and every covenant, condition and agreement herein shall constitute a default of the Agreement. Upon Tenant's default, City shall notify Tenant in writing of such default. Tenant shall have thirty (30) days from receipt of such written notice to correct such default. If Tenant fails to cure such default, this Lease shall terminate immediately, and Tenant shall lose all rights of usage associated with the storage areas as defined herein. .
9. ENTRY. Tenant further agrees that the Landlord shall have the right to enter upon the Leased Premises and inspect the same.
10. TENANT'S PROPERTY. The Tenant further covenants and agrees that all personal property in and upon the Leased Premises shall be and remain at its sole risk, and the Landlord shall not be liable for any damage to, or loss of, any personal property arising from any acts or negligence of any other persons (other than Landlord), nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in or about the premises, unless caused by the negligence of the Landlord; the Tenant expressly agreeing to save the Landlord harmless in all such cases, except the negligence of Landlord or Landlord's employees or agents, and to carry public liability insurance in a company as above provided. Tenant shall be solely responsible and liable for securing Tenants personal property against damage, theft or vandalism.
11. SUBORDINATION. Tenant further covenants and agrees that this Lease and its rights hereunder are subject and subordinate to the lien of any mortgage or deed of trust encumbrance or other leases now in place upon said premises. It is the intention of the parties that this provision be self-operational, and that no further instructions shall be required to effect such subordination. The Tenant, however, does hereby agree to execute and promptly deliver any and all instruments to effect subordination, which the Landlord or its mortgagees may request or require.
12. NOTICES. All notices required or desired to be given under this Lease must be in writing, if to Landlord at: The City of Gaithersburg, 506 S. Frederick Ave., Gaithersburg, Maryland; and if to Tenant at: Gaithersburg Sports Association, Inc., P.O. Box 249, Gaithersburg, Maryland; or to such other address as either party for itself may from time to time designate to the other by written notice given at least ten (10) days in advance. All such notices shall be deemed properly given if done as aforesaid and deposited in a United States Post Office or mailbox. The date of giving such notices shall be deemed to be the date of deposit thereof as aforesaid.
13. BINDING EFFECTS. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
14. MISCELLANEOUS GENERAL PROVISIONS.
- A. This Lease constitutes the entire agreement of the parties with respect to the Leased Premises and there are no oral agreements between the parties.
- B. If any provision of this Lease shall at any time be finally adjudicated to be invalid or illegal by any court of competent jurisdiction, the entire Lease shall not be invalidated thereby, and in such event, this Lease shall be read and construed as if such invalid or illegal provision had not been contained herein.

- C. The parties agree to the jurisdiction of the courts of the State of Maryland and to the applicability of the Laws of the state of Maryland in connection with the interpretation and enforcement of this Lease Agreement.
 - D. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.
15. TENANT ESTOPPEL CERTIFICATES. Tenant shall, without charge therefor, at any time and from time to time, within ten (10) days after request from Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate (in form and content as requested by Landlord), certifying to Landlord and to any mortgagee or assignee, any purchaser of Leased Premises, or any other party designated by Landlord, that as of the date of such estoppel certificate: (a) Tenant has unconditionally accepted and is occupying the Leased Premises covered by the Lease; (b) the Leased Premises have been completed as required by the terms of this Lease; (c) the Lease is in full force and effect, and no known defaults now exist thereunder (or if any are claimed to exist, then specifying the nature thereof in detail); (d) this Lease constitutes the entire agreement between Landlord and Tenant regarding the Leased Premises and has not been modified (or if modified, then identifying such modifications in detail); (e) Landlord has fulfilled all of its duties of an inducement nature and is not in default under the Lease (or if Tenant claims that any defaults exist, the same shall be specified in detail).
16. ALTERNATIVE DISPUTE RESOLUTION.
- (i) Disputes Between Tenant and City. All disputes arising under the Agreement, except provisions for termination specified in Section Four of this Agreement, which are not disposed of by agreement of the parties must first attempt to be resolved by non-binding arbitration under procedures a-d listed below. Pending final resolution of a dispute, the Artist must proceed diligently with Agreement performance. A claim must be in writing for a sum certain, and any money requested must be fully supported by all cost and pricing information.
 - a. All disputes, claims, questions of fact or interpretations of the Agreement documents not disposed of by agreement or express provision of the Agreement arising between the Tenant and the City and after performance of the Agreement has commenced but before and termination of the Agreement, are decided by the City Manager or his/her designee.
 - b. The City Manager or designee must give Tenant not less than three (3) working days to submit documentation and written reasons supporting Tenant's position in the dispute. The City Manager or designee may consider any other information or written submissions from City employees and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
 - c. The City Manager or designee must render a decision, in writing, stating reasons for it and provide copies to Tenant and the City Attorney. If the decision is mailed to Tenant, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to Tenant.
 - d. The written decision of the City Manager must be sent to all parties. Such decision may be submitted to Binding Arbitration by either party under the auspices of an arbitrator appointed by the Montgomery County Bar Association.
17. LANDLORD'S CONSENT. In all clauses made a part of this Lease Agreement, where prior written consent is required, such consent shall not be unreasonably withheld by Landlord.

18. Notwithstanding anything to the contrary contained in this Lease, the Landlord upon thirty (30) days written notice to Tenant may terminate this lease for good cause and Tenant shall upon said occurrence vacate the premises and remove its personal property there from.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

LANDLORD: _____ DATE: _____
David B. Humpton
City Manager,
The City of Gaithersburg

WITNESS: _____ DATE: _____
Name: _____

TENANT: _____ DATE: _____
Alan B. Moldawer
President,
Gaithersburg Sports Association, Inc.

WITNESS: _____ DATE: _____
Name: _____

EXHIBIT "C"

GAITHERSBURG SPORTS ASSOCIATION

Complaint Resolution Policy and Procedure

The Gaithersburg Sports Association has approved the following complaint resolution policy and procedure for complaints brought by players, managers, coaches, parents and members of the public. This policy and procedure will be published annually in the GSA Opening Day Program and will be posted on the GSA website at www.gsabaseball.com, and may be amended by the GSA Board of Directors from time to time.

1. Statement of Policy

A. Gaithersburg Sports Association is dedicated to the goal of providing youngsters within and surrounding the City of Gaithersburg with an organized youth baseball experience that is instructional, fun and character-building. In support of this goal, it is the policy of the GSA to provide its players, managers, coaches, parents, and interested members of the public with a reasonable procedure for addressing and resolving complaints. (All references to "complaints" shall include complaints, grievances and disputes. All references to "coach" shall include approved coaches, assistant coaches, safety persons and scorekeepers.)

B. In all instances, the informal resolution of complaints is to be encouraged, and only after the inability to resolve such complaints informally, should the formal resolution procedure outlined below be utilized. Thereafter, without limitation of the right of GSA to internally resolve complaints within or about the organization, the procedure outlined below for addressing and resolving complaints shall be followed. At any time in the informal or formal complaint resolution process, a complainant may contact the City of Gaithersburg (the "City"), but the City's involvement in the complaint resolution process is limited to determining that the process outlined herein has been implemented.

C. This complaint resolution policy and procedure is not intended to resolve game protests. Game protests are to be resolved in accordance with the procedure set forth in the GSA Supplemental Regulations.

D. Personnel decisions involving players, managers and coaches are common causes of dissatisfaction within any youth sports organization. It is the policy of GSA that personnel decisions should be made in good faith and as objectively as possible by those involved in the process. Oversight of the personnel selection, discipline and removal process is the responsibility of the

GSA Personnel Director. In all instances, the Personnel Director of GSA shall make the final decision regarding selection, discipline or removal of any player, manager or coach and his or her decision shall not be overruled unless a finding is made pursuant to the procedure outlined below that the decision was clearly unreasonable or an abuse of discretion.

2. Informal Dispute Resolution Procedure

A. Any complaint of a player, manager, coach or parent should be resolved informally with the team manager or coaches involved, in a spirit of compromise and conflict avoidance. If the complaint is about the manager or head coach of the team involved, or following the inability to resolve the complaint in good faith with the manager or head coach, the complaint should be brought to the division coordinator. If the matter is still not resolved after attempts at informal resolution on the team and division level, the complaint should be brought to the GSA President for resolution, unless it involves a personnel decision, in which case it should be brought to the Personnel Director for resolution. All persons involved in bringing or hearing a complaint or grievance should attempt to resolve the matter informally in the best interests of the organization and the individuals involved and without the need to resort to the formal dispute resolution process.

B. Any member of the public who has a material and legitimate interest in a matter which is the subject of a complaint, may bring a complaint to the GSA President or Personnel Director, as the case may be, who shall attempt to resolve the complaint informally.

3. Formal Dispute Resolution Process

A. No complaint shall be heard through the formal complaint resolution process unless the procedures set forth herein are followed.

B. If a complaint is not resolved following a good faith effort to resolve it informally, the complainant may bring his or her complaint to the organization formally. Where the interests of other persons are involved in the complaint, every reasonable effort shall be made to give notice and an opportunity to be heard to such other person or persons before the outcome of the complaint is determined.

C. A formal complaint must be made in writing, on a form approved by GSA, a copy of which is attached hereto and which shall also be made available by download from the GSA website. The complaint must identify the person or persons making the complaint, describe the efforts made to informally resolve the complaint, and set forth all facts and matters to be considered and the relief or remedy sought.

D. A formal complaint must be received at the designated address of the organization or by the GSA President directly by hand-delivery, fax, mail or

email within twenty (20) days of the incident or incidents complained of. The President may dismiss any complaint not filed within this twenty (20) day period unless the President determines, in his or her discretion, that there was a reasonable cause for the delay.

E. Upon receipt of the written formal complaint, the President shall investigate the complaint or cause the complaint to be investigated, allowing a fair opportunity for all interested parties to be heard. Thereafter, in his or her discretion, the President may 1) make a final determination resolving the complaint, 2) refer the complaint to the entire Board of Directors for resolution, or 3) select three (3) members of the Board of Directors who shall act as a resolution committee to hear and resolve the complaint. In no instance shall the person or persons who are the subject of the complaint be involved in determining the resolution of the complaint. If the complaint involves the President, the complaint shall be referred to the Secretary of the Board of Directors for resolution by a special committee of the Board comprised of three (3) Board members selected by the Secretary.

F. Information of a personal or sensitive nature obtained during an investigation or through any hearing shall be maintained confidentially to the extent reasonably possible, except for such disclosures as are necessary to making a final, written decision.

G. The complaint shall be resolved within 30 days of receipt by GSA or its President. The decision of the President, Board of Directors or special committee of the Board, as the case may be, shall be in writing and in all instances shall be final. Any party not satisfied with the final determination may contact the City, but the City's involvement in the complaint resolution process is limited to determining that the process outlined herein has been implemented. ****

GAITHERSBURG SPORTS ASSOCIATION, INC.

Formal Complaint Resolution Form

Gaithersburg Sports Association is dedicated to the goal of providing youngsters within and surrounding the City of Gaithersburg with an organized youth baseball experience that is instructional, fun and character-building.

It is the policy of the GSA to provide its players, managers, coaches, parents, and interested members of the public with a reasonable procedure for addressing and resolving bona fide complaints. In all instances, the informal resolution of complaints is to be encouraged, and only after the inability to resolve such complaints informally, may the formal resolution procedure initiated by the filing of this form be utilized.

This Formal Complaint Resolution Form is not intended for game protests. Game protests must be resolved in accordance with the procedure set forth in the GSA Supplemental Regulations.

This Form must be received by the GSA President directly by hand-delivery, fax, mail or email within twenty (20) days of the incident or incidents complained of, absent special circumstances. The GSA President currently is Alan B. Moldawer, 16425 Tomahawk Drive, Gaithersburg, MD 20878, fax number 240-485-2507, email: Alan.Moldawer@veoliatrtransportation.com. Tel: 240-508-1622 or 301-977-4718.

Name of Complainant: _____

Home Telephone: _____ Cell Phone: _____

Work Telephone: _____ Email Address: _____

Date of this Complaint: _____

Date or Dates of Incident or Incidents Complained of: _____

Describe Fully the Complaint (if additional space is needed, attach a separate sheet of paper):

If Confidentiality of Complaint is Requested, Please State the Reason (reasonable efforts will be made but not guaranteed by GSA):

Describe Fully Your Efforts to Resolve the Complaint in Accordance with the GSA Informal Dispute Resolution Process (failure to exhaust informal procedures may result in this complaint being dismissed):

Identify Any Individuals Who You Believe Have Material Information Relevant to the Resolution of this Complaint and Provide Contact Information if Available (please indicate if individuals are willing to contribute information):

Describe the Remedy or Resolution of the Complaint Sought (if any):

Provide Any Other Information You Believe is Relevant to the Resolution of this Complaint:

I HEREBY DECLARE AND AFFIRM THAT THE FOREGOING FACTS AND MATTERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Complainant

.....
FOR GSA USE ONLY

Initially Received By: _____

How Received: _____

Date of Receipt: _____

Resolution:
